

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 66
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL101RP20225		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/27/2009
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210				
8. ADDRESS OFFER TO (If other than Item 7)		9. NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				

SOLICITATION

9. Sealed offers in original and See L.3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 200 Constitution Avenue, NW, Room N-4655, Washington D.C. until 2:00 PM Est. local time 11-30-2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Deborah Campbell	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3306	C. E-MAIL ADDRESS campbell.deborah@dol.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY ETA Division of Accounting, Room N-4702 200 Constitution Ave, NW Washington DC 20210 CODE ETA		
26. NAME OF CONTRACTING OFFICER (Type or print) Contracting Officer	27. UNITED STATES OF AMERICA * See SIGNATURE PAGE (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

Title: **DOL Foreign Labor Certification – Labor Conditions Applications (LCA) / Help Desk**

The U. S. Department of Labor, Employment and Training Administration (ETA), is soliciting proposals to assist ETA in support of a specific program administered by the Office of Foreign Labor Certification (OFLC).

Solicitation No. is DOL0101RP20225.

Period of performance is 12 months (base year) from the date of contract execution by the government with four (4) 1-year options to extend at the discretion of the government. This solicitation is a competitive 8(a) Small Business Set-Aside. A single contract will be awarded under this solicitation.

The North American Industry Classification System (NAICS) Code that determines small business eligibility under this RFP is 541611 with a \$7.0 million size standard.

A time and material/labor hour type contract is contemplated for this requirement.

Closing time and date are November 30, 2009 at 2:00 p.m. local time.

Pursuant to FAR 52.215-1 Instructions to Offerors-Competitive Acquisition ((f) (4) Contract Award), if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Procurement History

The incumbent Contractor under this requirement is Global Commerce Solutions of Washington, D.C. under contract number DOLJ081A20711. The contract was awarded on September 26, 2008, in the amount of \$3,308,951.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 2:00 PM LOCAL TIME, NOVEMBER 10, 2009.

Only electronic submission of requests will be accepted. They shall be submitted to Deborah Campbell at campbell.deborah@dol.gov. For any RFC received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the Government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (www.doleta.gov/sga/rfp.cfm). Offerors interested in being placed on a bidders list and networking for the above referenced RFP, should provide the name and address of the organization,

telephone number, and Point of Contact electronically to Ms. Deborah Campbell at campbell.deborah@dol.gov by 2:00 p.m., November 10, 2009.

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

B.2 COST/PRICE SCHEDULE

<u>CLIN</u>	<u>Labor Categories</u>	<u>Fixed Hourly Rate</u>	<u>Estimated Hours</u>	<u>Price</u>
0001	Project Manager/Lead Supervisory Analyst		1410	
0002	Assistant Project Manager/Supervisory Analyst		1410	
0003	LCA Analyst		31020	
0004	Database/Systems Analyst		1410	
0005	Lead Information Specialist Supervisor		1410	
0006	Information Specialist		5640	
	30 Total		42300	\$
CLIN 0002	Other Direct Costs Not To Exceed (NTE)			\$3,000
Total Ceiling Amount				\$

NOTE: The Cost/Price Schedule above is for the Base Year Only. The Period of Performance for the Base Year is for eight months. For Option Years 1-4, see Attachment J.3

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Purpose

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA), is soliciting proposals to assist ETA in support of a specific program administered by the Office of Foreign Labor Certification (OFLC). Contractor assistance is required to provide administrative support in application processing and related help desk activities for Labor Condition Applications (LCA) under the H-1B, H-1B1, and E-3 temporary nonimmigrant programs at the OFLC National Processing Center located in Chicago, Illinois.

C.2 Background

The employment-based immigration programs administered by the OFLC are designed to assure that the admission of foreign nationals to work in this country on a permanent or temporary basis will not adversely affect the job opportunities, wages and working conditions of U.S. workers. The OFLC consists of a National Office located in Washington, DC, supported by two National Processing Centers. The initial application process for admitting foreign nationals for the purposes of employment is conducted at the two National Processing Centers (NPCs), one each in Atlanta, Georgia, and Chicago, Illinois. The NPCs are supported with Contractor assistance with staffing capacities of over 100 Contractor staff in addition to federal staff at each center. A brief description of the major labor certification programs operated at the National Processing Centers is shown below. A more detailed description of the OFLC programs and the application process can be found at their DOL Web site (www.foreignlaborcert.doleta.gov).

Offerors are strongly encouraged to review the Web site and related sites. The OFLC Performance Report covering the period October 1, 2006 through September 30, 2007, is also available at the Web site. This report contains detailed information on application activity by category, occupations, and location for the period September 2006 to October 2007 as well as other information.

FLC Programs at the National Processing Centers

Permanent Labor Certification – A foreign national seeking to immigrate to the United States on the basis of employment must obtain an offer of permanent full-time employment from an employer in the United States. The applicant cannot be admitted as a permanent resident unless, among other things, the employer obtains a labor certification from the Department that qualified U.S. workers are not available for the employment offered to the foreigner, and the wages and working conditions offered will not adversely affect those of similarly employed U.S. workers.

Under the re-engineered permanent (PERM) program, employers are responsible for recruiting U.S. workers at prevailing wages and working conditions prior to submitting their application to the Atlanta NPC. A Departmental certifying officer makes the final decision to grant or deny the labor certifications based on the results of the employers' recruitment efforts and compliance with Departmental regulations.

Applications under the PERM program are submitted and processed exclusively at the Atlanta NPC.

H-2B Temporary Labor Certification – Under the H-2B nonimmigrant visa classification, foreign nationals may come temporarily to the United States to perform nonagricultural work. The work must be temporary in nature and the employer's need must be based on a one-time occurrence, seasonal, peak load, or intermittent need. The labor certification process requires the employer to recruit U.S. workers at prevailing wages and working conditions prior to submitting their application to the Chicago NPC. A Departmental Certifying Officer will review the application in

accordance with regulatory requirements and make a final decision to grant or deny the labor certifications based on the results of the employers' recruitment efforts and compliance with Departmental regulations.

H-2B applications are submitted and processed exclusively at the Chicago NPC.

H-2A Temporary Labor Certification – The H-2A program establishes a means for agricultural employers who anticipate a shortage of domestic workers to bring nonimmigrant foreign workers to the United States to perform agricultural labor or services of a temporary or seasonal nature. The labor certification process requires the employer to recruit U.S. workers at prevailing wages and working conditions prior to submitting their application to the Chicago NPC. A Departmental Certifying Officer will review the application in accordance with regulatory requirements and make a final decision to grant or deny the labor certifications based on the results of the employers' recruitment efforts and compliance with Departmental regulations.

H-2A applications are filed and processed exclusively at the Chicago NPC.

Specialty (Professional) Workers

H-1B

The H-1B program allows an employer to temporarily employ a foreign worker in the U. S. on a nonimmigrant basis in a specialty occupation. A specialty occupation requires specialized knowledge and a bachelor's degree or equivalent in a specific field such as the sciences, medicine and health care, education, business specialties and other occupations. Current law limits the number of H-1B visas granted annually to 65,000 with certain exceptions.

H-1B1

The H-1B1 program allows employers to request foreign workers in specialty occupations from Chile and Singapore. Current law limits the number of H-1B1 visas issued annually to 6,800.

E-3

The E-3 program established a nonimmigrant visa category for Australian professionals in specialty occupations for up to 10,500 new visas annually.

H-1B, H-1B1, and E-3 applications and certifications require a sponsoring U. S. employer; an individual cannot gain status on his or her own. To request certification to employ a foreign worker in a temporary occupation under the specialty programs an employer is required to file a **Labor Condition Application (LCA)** with the Department of Labor. A certified application is then used by the employer as supporting evidence in a petition for a visa. Annual public disclosure data on the H-1B program can be found at the data center Web site at www.flcdatcenter.com/CaseH1B.aspx.

An employer must file a Labor Condition Application electronically via the Department of Labor's online system. The LCA online system is available at www.LCA.doleta.gov. (Employers with disabilities that prohibit them from submitting online may submit a written request.)

The number of LCA applications submitted annually and certified by the DOL far exceeds the number of visas allowed under current law. In Fiscal Year 2007 approximately 420,000 LCA's were submitted for processing. The OFLC certifies employer requests for positions without regard to the number of available visas. As previously noted, LCA applications must be submitted electronically. Employers submitting electronically have traditionally received a response within minutes of submitting. It is estimated that between 10% and 25% of submitted applications contain an obvious inaccuracy or omission that require NPC staff review and return to the employer.

Approximately 80% to 85% of LCA applications are submitted electronically for processing between late February and mid-April of each calendar year. The remaining applications are filed throughout the calendar year. The NPC Director and federal Certifying Officer will provide direction and coordinate with the Contractor's Project Manager to adjust

staffing assignments to meet peak demand periods. For this reason it is essential that all of the Contractor's staff be capable of performing case processing duties when required.

The successful offeror under this solicitation will provide staffing of up to 30 individuals to assist the OFLC in processing of Labor Condition Applications under the H-1B, H-1B1 and E3 programs and related help desk/contact center services.

The selected Contractor will be augmenting and supporting the existing federal staff responsible for the LCA program at the Chicago NPC. The staff will be integrated into the existing organizational and reporting structure and the case management system that provides for basic tracking of case processing activities at the staff level. The Database/Systems Analyst (see staffing requirements below) will have access to the Oracle databases supporting the case management system for the purposes of routine inquiries regarding staff performance and responding to requests for management information. The NPC Director and Certifying Officer assigned to the LCA program will provide general guidance and direction with respect to case processing.

C.3 Tasks and Program Requirements

C.3.2 Location and Facilities

The contracted LCA processing services and help desk activity will be performed in dedicated office space at the National Processing Center in Chicago, Illinois.

The Employment and training Administration will provide at no cost to the Contractor, office space, equipment, and user accounts for internet access. The government will provide work spaces for all staff that includes a desk, a computer with access to the Internet, a telephone, and printing and copying facilities. Provide at no cost to the Contractor, supplies such as, but not limited to, pens, paper, diskettes, etc.

In addition, the OFLC shall conduct program specific training at no charge to the Contractor on the government's policies and standard operating procedures for administering the LCA programs and operation of the current, in place information center. The training will be provided on-site by federal staff and will last approximately 4-5 business days.

There is no requirement that the offeror have a current location or "office" in the Chicago area.

C.3.3 Staffing Overview

The required staffing under this contract is not to exceed a total of 30 positions unless specifically authorized in writing by the Government. The positions are:

Labor Condition Application Processing

Project Manager/Supervisory LCA Analyst (1)
Assistant Project Manager/Supervisory LCA Analyst (1)
Labor Condition Application Analyst II (22)
Database/Systems Analyst (1)

Help Desk

Lead Information Specialists (1)
Information Services Specialist (4)

The Contractor will be responsible for recruiting, screening, and hiring all staff required under the contract. All matters pertaining to the recruiting, hiring, employment and supervision of the Contractor's staff shall be the sole responsibility of

Contractor. All proposed substitutes of the positions identified below as key personnel must meet or exceed the qualifications of the individual to be replaced. The Contractor shall notify the government representative in writing of any proposed substitution of key staff at least thirty days in advance.

C.3.4 Labor Condition Analyst Staffing Requirements

Project Managers/Supervisors (includes Assistant PM)

The LCA project manager and assistant project manager shall be responsible for managing and implementing the overall contract requirements. The project managers/supervisors will oversee the day-to-day activities of the support center. He or she will supervise, direct, and coordinate the activities and schedules of the LCA analyst staff. The project manager(s)/supervisors shall foster a work environment that respects individuals, promotes teamwork and cooperation and encourages innovation and new ideas.

The project manager/supervisor shall be responsible for developing, documenting, and maintaining work processes and rules, assist in developing productions goals for LCA analysts, monitor staff performance, and perform case processing activities similar to that required of the LCA analysts. It is expected that the project managers/supervisors will be fully capable of performing the tasks associated with the LCA Analyst positions and be available to assist with case processing as time allows and during peak work load to prevent backlogs.

The project manager/supervisor will work with and coordinate the Contractor's activities with the Chicago National Processing Center federal Certifying Officer(s) and the NPC Director and work harmoniously with other Contractors at the center as required.

The LCA contract manager/supervisor positions are full- time and must be dedicated 100% to the LCA program, on-site at the Chicago NPC.

Labor Condition Application Analyst

The Labor Condition Analyst tasks will be done at the NPC during normal work hours and will be full-time positions dedicated 100% to the project. Any overtime must receive prior approval of the Contracting Officer. The duties of a Labor Condition Analyst are:

- a. Reviewing applications for completeness and inaccuracies/errors or omissions;
- b. Performing data entry and maintaining files in an accurate manner
- c. Preparing a variety of documents, correspondence, and management/production reports;
- d. Conducting reviews of LCAs failing to meet Departmental regulatory requirements and other program integrity functions;
- e. Providing recommendations to Federal staff on the disposition of applications.

The Labor Condition Analyst must be proficient in using word processing and spreadsheet software applications and must display a high degree of professionalism and integrity in interacting with employers and coworkers.

Database/Systems Analyst

The Database/Systems Analyst shall provide and maintain technology services to effectively plan, operate, and maintain technology solutions. The technology specialist shall work cooperatively with existing on-site data technology specialist to coordinate any overlapping activities. The technology specialist must have the qualifications and experience to design and implement technology solutions to enhance contact center capabilities and effectiveness as the contact center progresses in sophistication.

The specialist will monitor on a daily basis system performance and identify and resolve system problems. The specialists will maintain a log of system problems such as outages, service interruptions and other information that will inform the government and improve service.

Duties include, but are not limited too, providing system and management analysis for FLC programs and providing information that will be used for making decisions on the administrative and programmatic aspects of these programs.

Systems/Database Analyst will be responsible for:

- a. Analyzing program requirements to develop program or administrative systems including the systems specifications, data gathering and analytical techniques, and systems evaluation methodology.
- b. Analyzing and evaluating the effectiveness of FLC program operations in meeting established goals and objectives.
- c. Developing ad-hoc queries to access FLC program data, extract and prepare data in a variety of electronic formats for end users, and respond effectively to requests for case, trend, or other program information from FLC management staff.
- d. Use object-oriented programming languages, as well as client and server applications development processes and multimedia and Internet technology, to automate staff functions designed to improve work flow.
- e. Test, maintain, and monitor FLC program applications and other related systems.
- f. Train staff and users to work with FLC program applications and other related systems, and, where necessary, provide assistance in solving computer related problems and issues.

The proposed systems analysts must have a minimum of three years demonstrated experience with both Oracle and Microsoft SQL. The systems analyst will also be required to assist the federal system specialist in maintenance and problem solving of information technology systems.

C.3.5 Help Desk Unit

The Help Desk activity at the NPC in Chicago was first established as a dedicated staffing unit in December, 2009. Prior to this time, inquiries from the public and other government entities were addressed by existing application processing staff at the NPCs on an ad hoc basis. As such, there was no organized effort to train staff specifically for a help desk, provide other than the most basic reporting on activities in terms of volumes of calls, nature of calls, programs, etc. Beginning in December, with award of the previously listed contract, an organized and more formal help desk activity is being developed.

Currently, the help desk receives on average about two dozen e-mails a week and 10 to 15 telephone inquiries. Calls are primarily related to assistance with internet accounts (LCA electronic filing) or requests for withdrawal of applications. It is anticipated that call volume will increase as the service becomes more widely known and DOL releases its new Web-based system and LCA filing form.

At the time this solicitation is being issued the government is unable to provide offerors with more definitive information on the help desk activities such as call volume, equipment or level of sophistication. As the program develops and more information is available the government will, if possible, inform offerors through amendment to this solicitation of the status of the help desk. It is not anticipated, however, that the staffing requirements will change from the levels described below.

Help Desk Staffing

Lead Information Specialists Supervisor

The Help Desk supervisor will directly supervise the Information Specialists staff, analyze and prepare reports on trends in customer inquiries/requests for assistance, recommend improvements in overall service, monitor staff performance, and implement effective quality control measures. In addition, the supervisor will help perform information specialists' duties similar to that of the information specialists, including directly handling customer inquiries.

The Lead Information Specialist will work the on-site Federal Technology Specialist to implement **off-the-shelf** technology solutions to improve and enhance data collection, tracking, and reporting of call center activities on a daily and weekly basis.

Information Services Specialist

It is anticipated that the information service specialist will handle inquiries received in a variety of communication types such as telephone calls, e-mails, and fax. Duties include but are not limited to:

- a. Enter and track incoming phone calls and other electronic inquiries for response;
- b. Respond to routine incoming phone calls in a courteous and business-like manner;
- c. Respond to electronic inquiries such as-mail;
- d. Preparing a variety of documents, correspondence, and management/production reports;
- e. The information specialist will demonstrate the capacity and knowledge to ask questions for specific information from the "caller" to assist in providing accurate and timely responses.
- f. When necessary, conduct additional research and coordinate responses with the NPC staff and others to provided accurate, fully informed and timely information.
- g. As required, advise the caller and commit to a follow-up call by the close of business the next business-day. The Contractor will provide a technology solution to logging, tracking, and ensuring a timely response where follow-up contact is required.

The information service specialist will assist the government in gathering, organizing, and drafting responses to requests under the Freedom of Information Act (FOIA) for signature by the authorized FOIA officer, congressional correspondence and other written responses. All of the above tasks must be performed with a high degree of customer service and professionalism.

C.3.6 Additional Staffing Requirements

The offeror is not required to identify or recruit specific individuals for the Labor Condition Analyst positions or the Information Service Specialist positions at the time of its offer. The offeror shall in its technical proposal describe in detail its recruitment and hiring plan for the Labor Condition Analyst and Information Specialists based on the Contractor's experience and assessment of the degree of complexity of the tasks listed in this scope of work.

The Contractor will establish employee evaluation standards and criteria for its entire staff, including supervisors, and provide the NPC Director with its staff evaluation plan within 60 days of contract award. The evaluation plan will contain application processing production goals as applicable to the position. Production goals will be agreed upon between the Contractor's Project Manager and the NPC Director.

For the minimum education and experience requirements for the staff positions described above the offerors must thoroughly review Section (M), Technical Evaluation Criteria.

C.3.7. Key Staff

The offeror must identify in its technical proposal the name and position of the key staff listed below and that will be proposed by the offeror.

The key staff positions under this contract are:

Project Manager/Lead Supervisory Analyst (1)
Assistant Project Manager/Supervisory Analyst (1)
Database/ Systems Analyst (1)
Lead Information Specialists Supervisor (1)

The key staff under this project and listed above shall dedicate 100% of their time to the project and be located on-site at the dedicated location.

The offeror must provide the estimated hours for all staff, both key staff and other staff by labor category and position for each contract period (base period plus four option years).

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-6	INSPECTION-TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance shall be eight (8) months from February 1, 2010 through September 30, 2010, plus four 1-year options to extend at the discretion of the government.

F.3 PLACE OF PERFORMANCE

The contracted LCA processing services and help desk activity will be performed in dedicated office space at the National Processing Center in Chicago, Illinois.

The Employment and Training Administration will provide at no cost to the Contractor, office space, equipment, and user accounts for internet access. The government will provide work spaces for all staff that includes a desk, a computer with access to the Internet, a telephone, and printing and copying facilities. Provide at no cost to the Contractor, supplies such as, but not limited to, pens, paper, diskettes, etc.

In addition, the OFLC shall conduct program specific training at no charge to the Contractor on the government's policies and standard operating procedures for administering the LCA programs and operation of the current, in place information center. The training will be provided on-site by federal staff and will last approximately 4-5 business days.

There is no requirement that the offeror have a current location or "office" in the Chicago area.

F.4 HOURS OF OPERATION

The Contractor shall perform its tasks during normal business hours. Normal business hours are defined as between 8:00 AM to 5:00 PM local time, Monday through Friday, except for designated federal holidays (See Section H for a list of designated holidays). Any use of overtime must receive prior approval of the Contracting Officer.

Help Desk Unattended Service - The Contractor shall provide automated, unattended service for calls outside of normal business hours (as defined above) advising the caller of the hours of operation and asked to call back during those hours.

F.5 REPORTS AND DELIVERABLES

The Contractor shall provide the reports listed below to the Contracting Officer's Technical Representative (COTR) and to the National Processing Center Director in the frequencies specified.

F.5.1 Transition Plan

The successful Contractor under this solicitation shall contact the COTR within 1 day of contract award to schedule a meeting for the purposes of planning and coordinating contract transition (time and place to be agreed upon at that time). The Contractor shall provide a detailed transition plan, including a daily timeline, to the COTR in writing within five days of the meeting for final review and approval. The transition plan will contain the Contractor's staffing and operational plan in addition to other transition topics agreed upon by the Contractor and the government. Unless otherwise authorized by the government, the Contractor shall be prepared to fully staff the activities of the contract services within 15 days of contract award.

F.5.2 Progress Reports

Provide progress reports on activities conducted/completed during the reporting period no less frequently than monthly.

F.5.3 Production Reports

Provide staff-level production reports that measure processing activities against production goals on a daily basis during the peak and non-peak filing seasons.

F.5.4 Summary Reports

Provide quarterly summary reports on all on-going program activities, including identification of problems and corrective actions and recommendations to improve efficiency, quality, and the integrity of the LCA Program.

The above reporting requirements and dates may be adjusted as experience, usefulness, and efficiency indicates.

F.6 BUDGET STATUS REPORTS

An original copy of the budget status report shall be submitted monthly, in either hard copy or electronic form. The original shall be submitted to the Contracting Officer, and one copy shall be submitted to the Contracting Officer's Technical Representative (COTR) shown in the contract.

The budget status report shall contain the following information:

1. Total charges for the reporting period and the cumulative total charge;
2. For each labor category, an itemized lists of costs incurred during the reporting period, including the following items:

- a. Direct labor costs hours for hours worked during the reporting period by all employees on-site in total and by employee;
 - b. All other direct costs;
 - c. Indirect costs.
3. Balance of funds at the end of the reporting period; and
4. Estimated costs for the remainder of the award year against the total contract award amount for that year.

The contractor and the COTR may agree on a common format for the budget report and monthly invoice to avoid duplication. (See the invoicing requirements under the contract the mailing address and format of invoices.)

F.7 ACCEPTANCE OF DELIVERABLES

The Government will accept or reject the deliverable by giving written notice. In the event of rejection of any deliverable, the COTR will give the specific reason(s) for the rejection. The contractor shall correct the rejected deliverable and return it to the COTR within three (3) business days.

F.8 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. The Government will have unlimited rights to use and distribute all materials produced or required to be delivered under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAY 2004)**

(a) (To be provided at time of award) of US Department of Labor, Employment & Training Administration, is hereby designated to act as contracting officer's technical representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does **NOT** have the authority to alter the Contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the Contracting Officer must issue such changes.

G.2 INVOICE REQUIREMENTS

Contractor will prepare and submit proper invoices (as defined in C below) in accordance with the criteria outlined below. (Also, see Clause 52.232-8 "Discount for Prompt Payment", contained in Section I of the contract.):

A. (1) If the contract is a cost-reimbursement type contract, the Contractor will submit three (3) ink- signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Contracting Officer's Technical Representative (COTR), U.S. Department of Labor, not more frequently than monthly, unless otherwise so authorized in the contract.

(2) If the contract is a fixed-price type contract, the Contractor may submit SF-1034, Public Voucher, or the equivalent thereto; i.e., Contractor's own invoice, in lieu of the forms described in A(1) above.

(3) Invoices should be submitted to the individual listed below:

U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room TBD
Washington, D.C. 20210

B. The Detailed Report of Expenditures (ETA 3-2) submitted with the Invoice (ETA 3100-1) must include the same budget line items or cost categories as appears in the contract, including any modifications thereto.

C. To constitute a proper invoice, the invoice, must include the following information and/or attached documentation:

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.
- (8) Any other information or documentation required by other requirements of the contract.

In addition to the above, invoices should be numbered consecutively. All final invoices shall be clearly marked Final Invoice.

G.3 METHOD OF PAYMENT

A. Payments under this contract will be made either by check or electronic funds transfer (through the Treasury Fedline Communications System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the contractor shall designate a financial institution for receipt of electronic funds transfer payments. The Contractor shall submit this designation to the Contracting Officer or other Government official as directed.

B. For payments through FEDLINE, the contractor shall provide the following information:

- (1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.
- (2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Payee's account number at the financial institution where funds are to be transferred.
- (4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

C. For payments through ACH, the contractor shall provide the following information:

- (1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).
- (2) Number of account to which funds is to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for savings).
- (4) If the contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

D. In the event the contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

E. The documents furnishing the information required in paragraphs B and C above must be dated and contain the signature, title, and telephone number of the contractor official authorized to provide it, as well as the Contractor's name and contract number.

F. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G. The Contractor shall forward the information required above to:

U.S. Department of Labor, ETA
Division of Accounting, Room N-4702
200 Constitution Avenue, NW
Washington, DC 20210

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR EMPLOYEE SUITABILITY AND SECURITY REQUIREMENTS

1. Background Investigations

a. **Background Investigation Requirements.** The investigation requirements for Contractor employees are based on the risk or sensitivity level designation of the position. The Contracting Officer, Contracting Officer's Technical Representative, or other DOL Agency's designated official informs the contractor of the risk or sensitivity level for each Contractor employee position. The minimum level of investigation for each risk or sensitivity level is indicated below.

Position Risk/Sensitivity Level:	Minimum Investigation Requirement:
Low Risk/Non-sensitive	National Agency Check & Inquiries (NACI)
Moderate Risk	Minimum Background Investigation (MBI)
High Risk	Background Investigation (BI)
Noncritical-Sensitive	Minimum Background Investigation (MBI)*
Critical-Sensitive	Single Scope Background Investigation (SSBI)*

* Individuals occupying Critical-Sensitive positions (i.e., require Top Secret security clearances) are subject to reinvestigation every 5 years. Individuals occupying Noncritical-Sensitive positions are subject to reinvestigation every 10 years for Secret security clearances and every 15 years for confidential security clearances.

b. **Conducting Background Investigations.** All contract employees require a background investigation. The Office of Personnel Management (OPM) will conduct background investigations for DOL employees and Contractor employees. Since OPM only accepts requests from Federal agencies to conduct background investigations, the DOL Agency will make arrangements with the Contractor to send the Contractor employee's completed papers to the DOL Agency for submission to OPM.

c. **Payment for Background Investigation.** If the DOL Agency bears the cost for background investigations on Contractor employees, the designated DOL Agency official will forward the required documents to OPM. If the contractor bears the cost of the investigations,

2. The Investigation Process

The contractor shall submit written procedures to the designated DOL Agency official describing the method by which the following investigation requirements will be satisfied.

a. **Pre-employment Checks.** Before a Contractor employee can begin work for DOL, he or she must provide the contractor with a properly completed OF-306, Declaration for Federal Employment, on which the employee has completed items 1 through 7c, questions 9 through 13, and item 16 as necessary, and has signed item 17. (Attachment is a copy of the OF-306. This form can also be found at the following website:

<http://www.opm.gov/forms>.) If the contractor has not received a completed OF-306 from the Contractor employee within 5 days after requesting the form, the contractor shall notify.

If the person answers “Yes” to one or more of questions 9 through 13, the Contractor shall notify immediately. The designated DOL Agency official will inform the Contractor whether or not the Contractor employee may work on the contract. Before making this decision the designated DOL Agency official may also require a pre-employment FBI fingerprint check on contract employees. This procedure is described in Chapter 2, Section 6.

b. Submission of Investigation Documents. The contractor shall submit the required documents below to the designated DOL Agency official within 14 calendar days of each Contractor employee’s placement on the contract in a High Risk, Moderate Risk, Low Risk, or Noncritical-Sensitive position. However, the Single Scope Background Investigation must be completed before the Contractor employee is placed in a Critical-Sensitive position, unless the Department approves the placement of the Contractor employee’s placement in the position before the investigation is completed. The specific form that he or she completes depends on the risk or sensitivity level of the work that he or she will perform. These forms can be found on the following website: <http://www.opm.gov/forms>.

. The SF-85, Questionnaire for Non-sensitive Positions, is used with positions or work that is designated at the Low Risk level. The minimum investigation required is a National Agency Check and Inquiries.

. The SF-85P, Questionnaire for Public Trust Positions, is used with positions or work that is designated at the Moderate or High Risk level. The minimum investigation required for the Moderate Risk level is a Minimum Background Investigation. The minimum investigation for High Risk level is a Background Investigation.

. The SF-86, Questionnaire for National Security Positions, is used with positions or work that is designed at the Noncritical-Sensitive or Critical-Sensitive level. The minimum investigation for Non-critical-Sensitive work is a Minimum Background Investigation. The minimum investigation for Critical-Sensitive work is a Single Scope Background Investigation.

The Contractor shall also ensure that each Contractor employee is fingerprinted using Form FD-258. The Contractor can get copies of this form from.

The Contractor shall submit the following completed forms and documents to the for each Contractor employee based on the risk or sensitivity level of work that such employee is performing:

Low Risk:	High/Moderate Risk:	Critical/Non-critical Sensitive:
SF-85	SF-85P	SF-86
FD-258	FD-258	FD-258
OF-306	OF-306	OF-306
Application/Resume	Application/Resume	Application/Resume

c. Temporary Contractor Employees. If the Contractor employee is assigned to Low Risk work and is employed on a seasonal, daily, or intermittent basis, or for no more than 180 days, the NACI is not required. However, the Contractor shall submit the fingerprints of the Contractor employee to on Form FD-258.

3. Adjudication

a. Referral of Suitability Issues. When OPM has completed the Contractor employee's background investigation, it shall send the report of investigation to the Department's Office of Executive Resources and Personnel Security (OERPS). If the report contains suitability issues, the OERPS will forward the report to the designated DOL Agency Official for review and adjudication.

b. Suitability Standard and Criteria. The suitability standard and criteria are described in Chapter 3, Section 3.

c. Unfavorable Suitability Determination. If the designated DOL Agency official determines that the Contractor employee is unsuitable, the Contracting Officer will inform the Contractor in writing that the Contractor employee is denied access to DOL facilities and/or information and information systems. If revoking access to DOL facilities and/or information and information systems negatively impacts the Contractor employee's ability to perform, he or she shall be removed from the contract. Any removal of a Contractor employee shall not be considered grounds for a delay or adjustment claim from the Contractor.

4. Non-disclosure Agreement

The Contractor shall require each Contractor to review and sign the attached non-disclosure agreement attachment when he or she begins work on the DOL contract. The Contractor must send the signed copy to Deborah Campbell, Contract Specialist, at the U.S. Department of Labor, Division of Contract Services, 200 Constitution Avenue, NW, Room N-4655, Washington, DC 20210.

H.2 FRINGE BENEFITS

Social Security, Worker's Compensation, Unemployment Compensation and any other fringe benefits are a normal practice of the Contractor at the time of final negotiations for this contract and are available to all employees. Fringe benefits from an immediate previous employer which may be continued while employed under this contract are an allowable cost. In no event will duplicate fringe benefits be allowable to an individual under this contract.

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

The Contractor may grant leave in accordance with its established written policy, provided that policy is accepted by the Contracting Officer or, in the absence of an established policy, leave may be granted as follows:

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

Leave shall be accrued at the rate of 5/6 of 1 day per month for each month employed. If the term of this contract is for more than or less than 1 year, the above leave shall be adjusted accordingly.

H.4 TRAVEL AND PER DIEM

Travel policies as set forth in the Travel Regulations referred to below are required of the Contractor and consultants hereunder. Where the Contractor has a more restrictive travel policy than the Federal Travel Regulations, the more restrictive requirements shall apply.

It is the responsibility of the Contractor to authorize only such per diem allowances as justified by the circumstances affecting the travel. Care should be exercised to prevent fixing per diem rates in excess of those required to meet the necessary authorized subsistence expenses. To this end, consideration should be given to factors which reduce the expenses of the employee such as: known arrangements at temporary duty locations where lodging and meals may be obtained without cost or at prices advantageous to the traveler; established cost experience in the localities where lodging and meals are required; situations where special rates for accommodations have been made available for a particular meeting or conference; the extent to which the traveler is familiar with establishments providing lodging and meals at a lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictates otherwise. All temporary duty and local area automobile travel shall be allowed as prescribed by the applicable Travel Regulations.

Copies of applicable Travel Regulations can be obtained as follows at a fee:

- a. Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 022-001-81003-7.
- b. Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 908-010-00000-1.
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in 1 and 2 above: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 744-008-00000-0.

H.5 USE OF AND PAYMENT TO CONSULTANTS

(a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.

(b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.

(c) The Contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to which the services are provided; and (3) the results of the subject matter of the consultation.

H.6 UNEMPLOYMENT INSURANCE COST

Unemployment insurance costs shall be paid by the Contractor as they are incurred.

However, in the event billings for Unemployment Insurance costs are received by the Contractor after the expiration date of this contract and the billings cover the period that this contract was effective, the Government agrees to reimburse the Contractor at the same rate that would have been applicable had the cost been paid as they were incurred.

H.7 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

The Contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

(b) Auditing

The Contractor shall audit or have audited subContractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements.

The U.S. Department of Labor shall be responsible for scheduling all audits of the prime Contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subContractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

H.8 PRINTING

(1) The Contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. The intent of this and other printing limitations is to eliminate duplication of final documents.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black). Such pages shall not exceed the maximum image size of 10-2/4 by 140=-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the Contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the Contractor.

(3) The Contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology. Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the will require duplication in excess of these limits, the Contractor must immediately notify the contracting officer. The contracting officer will provide instruction to the Contractor.

(4) The Contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the Contractor must immediately notify the contracting officer. The contracting officer will provide instruction to the Contractor.

H.9 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

For the purpose of this contract, the key personnel positions are identified below as:

- ◀Project Manager/Lead Supervisory Analyst
- ◀Assistant Project Manager/Supervisory Analyst
- ◀Database/Systems Analyst
- ◀Lead Information Specialists Supervisor

H.10 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.11 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Division of Contract Services, Attention: Division Chief.

H.12 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other Contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

H.13 LAWS APPLICABLE

The Contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under contract.

This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

H.14 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

(a) No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder. (b) In addition, this contract and any subcontract hereunder is subjected to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations issued thereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.16 FEDERAL REPORTS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CRF 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The Contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts.

H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

- Longshore workers instead of longshoremen.
- (b) Avoid the use of male and female gender word forms.
 - Aviator to include men and women pilots, not aviatrix.
- (c) Include both sexes by using terms that refer to people as a whole.
 - Human beings or people instead of mankind.
- (d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 2 years of his life in the workforce.
 - By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)
 - By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)
 - By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or his or her". (An average American spends 20 years of his or her life in the workforce.)
- (e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.
 - The lawyer made her final summation.
- (f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.
 - Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- (g) The use of art work in publications should conform to the following guidelines:
 - (i) Strive to use racially and sexually balanced designs.
 - (ii) Depict both men and women in art work on general subject matters.
 - (iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.
 - Show women and men as managers and skilled laborers.

H.19 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.20 INSURANCE REQUIREMENTS (FAR-Subpart 28.3)

In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons" the following kinds and amounts of insurance must be procured and maintained in force during the lifetime of the above numbered contract.

A. Worker's Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

D. General Liability Insurance (Bodily Injury) - This insurance protects the insured against claims arising from bodily injury or death to third parties occurring on its business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Worker's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

E. Automobile Liability - The required coverage is \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

F. The policies evidencing such insurance as required under this contract shall contain the following endorsement:

"No cancellation, termination, or modification of this policy shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification together with suitable identification of the policy and name insured has been sent by registered letter to the Government representative at the address stated below:

Name of Contracting Officer: Jeffrey Saylor

Address: USDOL/ETA/DASET/OGCM
200 Constitution Ave., N.W.
Room N-4655
Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used, the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicle's actual use while conducting business under the terms of this contract.

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

The Contractor shall be responsible for informing any grantee that they have been requested to collect information for the Department of Labor. The collection of such data shall be the responsibility of the Contractor solely. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor.

H.22 PERFORMANCE STANDARDS

The composition, workmanship, printing or reproduction and substantive content of all reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality

standards of the Contractor's profession and shall be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studies and methods and processes employed.

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.24 PUBLICATION OF MATERIALS

The Contractor shall receive permission from the Contracting Officer prior to publishing any works performed under this contract. Further, the Contractor shall acknowledge the support of the Department of Labor whenever publicizing any work performed under this contract. To implement the foregoing, the Contractor shall include in any publication resulting from work performed under this contract, an acknowledgement substantially the same as follows:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under Contract Number the contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

H.25 OPTION TO EXTEND THE TERMS OF THE CONTRACT - SERVICE (FAR 17.208(g))

1. The Government may extend the terms of this contract by written notice to the Contractor at least 60 calendar days before the contract expires. This notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option provision.
3. The initial period of this contract may be extended by one year, at estimated costs and indirect costs as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1			
2			
3			
4			

The total duration of this contract, including the exercise of any options under this clause, shall not exceed years.

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total preestimated option year costs must be presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the Contractor of the Government's intention to exercise the option to extend the term of the contract. No deviations from the total pre-established option years estimated costs shall be permitted without the written consent of the

Contracting Officer. Deviations which would increase the total pre-established option year estimated costs by more than 10 percent shall not be permitted under any circumstances.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52-228-7	INSURANCE—LIABILITY TO THIRD PARTY PERSONS	MAR 1996
52-232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2005
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52-242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXECUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52-217-2 – CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) “Cancellation,” as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
- (2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subContractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the non availability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subContractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subContractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Department of Labor the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subContractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subContractor by the contracting activity.

(4) To notify the Department of Labor Contracting Officer immediately upon notification by the subContractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subContractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subContractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subContractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subContractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Labor.

I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The will notify the Department of Labor Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current

status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561311 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subContractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for Contractors covered by the Railway Labor Act and a second for all other Contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the

substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Please see:	0
http://www.wdol.gov/sca.aspx	0
	0
	0

I.9 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.10 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

- (i) Performed by the Contractor;
- (ii) Performed by the subContractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subContractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the

contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.13 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subContractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subContractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
J.1	NO PROPOSAL FORM		
J.2	PAST PERFORMANCE QUESTIONNAIRE		
J.3	LABOR CATEGORIES FOR THE BASE AND EACH OPTION YEAR		

Attachment J.1 – NO PROPOSAL FORM

“NO PROPOSAL TO BE SUBMITTED FOR THE FOLLOWING REASON(S)”

_____ Cannot comply with specifications
_____ Cannot meet delivery/performance period requirements
_____ Other (please specify)

NAME AND ADDRESS OF COMPANY

DOL FLC – LABOR CONDITIONS APPLICATIONS / HELP DESK

SIGNATURE

DATE

PRINTED NAME

TITLE

PLEASE RETURN TO:

U.S. DEPARTMENT OF LABOR,
EMPLOYMENT & TRAINING ADMINISTRATION
200 CONSTITUTION AVENUE, NW
ROOM N-4655
WASHINGTON, DC 20210
ATTN: Deborah Campbell, Contract Specialist

Attachment J.2 – PAST PERFORMANCE QUESTIONNAIRE

1. Complete name of the firm being evaluated in this questionnaire. If the firm being evaluated is a subContractor on a proposal team, please provide the name of the prime Contractor who is submitting the proposal.
2. Complete name of government agency, commercial firm or other organization providing this reference.
3. Complete address
4. Contract number or other manner of referring to contract
5. Date work was begun
6. Date work was completed
7. Contract price
8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, address, telephone no. and email address)
Contracts point of contact (name, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)
11. Description of contract work

Past Performance Questionnaire

1. To what extent did the Contractor adhere to contract delivery schedules?
Considerably surpassed minimum requirements
Exceeded minimum requirements
Met minimum requirements
Less than minimum requirements
COMMENTS:
2. To what extent were the Contractor's reports and documentation accurate and complete?
Considerably surpassed minimum requirements
Exceeded minimum requirements
Met minimum requirements
Less than minimum requirements
COMMENTS:
3. To what extent was the Contractor able to solve contract performance problems without extensive guidance from customer's counterparts?
Considerably successful
Generally successful
Little success
No success
COMMENTS:
4. To what extent did the Contractor display initiative in meeting requirements?
Displayed considerable initiative
Displayed some initiative
Displayed little initiative
Displayed no initiative
COMMENTS:
5. Did Contractor commit adequate resources, in a timely fashion, to the contract to meet the requirements and to successfully solve problems?
Provided abundant resources
Provided sufficient resources
Provided minimal resources
Provided insufficient resources
COMMENTS:
6. To what extent was the Contractor effective in interfacing with Government staff?
Extremely effective
Generally effective
Generally ineffective
Extremely ineffective
COMMENTS:
7. What was the overall performance of the Contractor?
Excellent
Good

Satisfactory

Unsatisfactory

COMMENTS:

Cost Management:

1. To what extent did the Contractor meet the proposed estimates?

Less than estimated cost

Comparatively equal to estimate

Exceeded the costs

Considerably surpassed estimate

COMMENTS:

2. To what extent were there cost overruns?

No cost overruns

Little cost overruns

Some cost overruns

Considerable cost overruns

COMMENTS:

Attachment J.3 LABOR CATEGORIES FOR THE BASE AND EACH OPTION YEAR

CLIN	LABOR CATEGORY	Estimated Hours	Hourly Rate	Extended Amount
Base Year				
0001	Project Manager/Lead Supervisory Analyst	1410		
0002	Assistant Project Manager/Supervisory Analyst	1410		
0003	LCA Analyst	31020		
0004	Database System Analyst	1410		
0005	Lead Information Specialist Supervisor	1410		
0006	Information Specialist	5640		
	Subtotal for Base Year	42300		
Option Year One				
1001	Project Manager/Lead Supervisory Analyst	1880		
1002	Assistant Project Manager/Supervisory Analyst	1880		
1003	LCA Analyst	41360		
1004	Database System Analyst	1880		
1005	Lead Information Specialist Supervisor	1880		
1006	Information Specialist	7520		
	Subtotal for Option Year 1	56400		
Option Year Two				
2001	Project Manager/Lead Supervisory Analyst	1880		
2002	Assistant Project Manager/Supervisory Analyst	1880		
2003	LCA Analyst	41360		
2004	Database System Analyst	1880		
2005	Lead Information Specialist Supervisor	1880		
2006	Information Specialist	7520		
	Subtotal for Option Year 2	56400		
Option Year Three				
3001	Project Manager/Lead Supervisory Analyst	1880		
3002	Assistant Project Manager/Supervisory Analyst	1880		
3003	LCA Analyst	41360		
3004	Database System Analyst	1880		
3005	Lead Information Specialist Supervisor	1880		
3006	Information Specialist	7520		
	Subtotal for Option Year 3	56400		
Option Year Four				
4001	Project Manager/Lead Supervisory Analyst	1880		
4002	Assistant Project Manager/Supervisory Analyst	1880		
4003	LCA Analyst	41360		
4004	Database System Analyst	1880		
4005	Lead Information Specialist Supervisor	1880		
4006	Information Specialist	7520		
	Subtotal for Option Year 4	56400		

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER

TITLE

DATE

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[](i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

[](ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

[](iii) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

[](iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[](v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

[](ix) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(DUNS Number)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L – INSTRUCTIONS TO OFFERORS**L.1 INSTRUCTIONS TO THE OFFERORS**

The offeror's proposal submitted in response to this RFP shall include the parts listed below. The proposal shall include a transmittal letter. The transmittal letter shall identify the solicitation number. The transmittal letter shall include the name and DUNS number of the firm submitting the proposal, the firm's address, and a contact name, fax and phone number. The transmittal letter shall also identify any proposed subContractors. The transmittal letter must contain a statement to the effect that the proposal is guaranteed for a period of at least one hundred and twenty (120) days from the date of proposal receipt by the Government.

SECTION		FORMAT	PAGE LIMIT	# of COPIES
A	Project Management Approach	Written	15 pages total	Original and three hard copies
B	Individual Staff Experience and Qualifications	Written	Parts 1, 3 & 4: No limit Part 2: 5 pages per resume	Original and three hard copies
C	Past Performance	Written	Attachment J.2	In accordance with Attachment J.2
D	Understanding	Written	10 pages total	Original and three hard copies
E	Cost / Price Proposal	Written	No Limit	Original and one hard copy

Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits shall be considered non-responsive, and shall be removed from consideration.

Written parts of the proposal shall be formatted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Font Size: 12 point or larger

- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers are **not included in the page count**
- e. Format: Two-column format is allowable

The Department of Labor takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification and, therefore, ineligible for contract award. Price and Cost information must not be included in Section A through D.

SECTION A – PROJECT MANAGEMENT APPROACH

The proposal should provide a detailed project management approach plan for performing the tasks listed in Section C.3 of the statement of work of this RFP.

Part 1: Proposed Schedule. The offeror must outline a process and submits a proposed schedule for recruiting qualified professional staff to perform the tasks outlined in the statement of work;

Part 2: Screening & Hiring Plan. The offeror must provide a detailed description of the factors to be used in screening applicants and hiring professional staff as outlined in the statement of work for employment at the National Processing Center;

Part 3: Structural & Organizational Plan. The offeror must propose a management structure and organizational hierarchy that will support the production-based environment of the National Processing Center and the Help Desk;

Part 4: Productivity Plan. The offeror must describe the criteria and information needed to establish productivity goals for staff that support the accurate and efficient processing of a large volume of customer applications, and how actual staff performance against productivity goals will be reported to the Center Director and at what frequency; and,

Part 5: Problems & Innovative Solutions Plan. The offeror must propose a process for detecting problems and issues in the production process, and communicating innovative solutions to the Center Director in a timely and professional manner.

SECTION B - INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS

Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project and to the specific tasks that they will perform. This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned.

Part 1: The offeror shall demonstrate its ability to recruit, retain, and provide highly skilled qualified personnel, both key and non-key, and its ability to provide appropriate staffing resources.

Part 2: Resumes shall be provided for the following key personnel: Project Manager/Lead Supervisor Analyst, Assistant Project Manager/Supervisor Analyst, Database/Systems Analyst, and Lead Information Specialist Supervisor. The resumes shall include educational and training accomplishments, as well as past work and

other relevant experience, including any special accomplishments and skills. Resumes shall include dates of employment, education, etc.

Part 3: Letters of commitment shall be submitted for each proposed key personnel, including contingency hires. Contingency hires are defined as persons who are not currently employed by the offeror but who have executed a letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation. Failure to submit letters of commitment for key personnel may result in a lower evaluation rating or the offeror's proposal being eliminated from further consideration for award.

Letters of Commitment shall be addressed from the individual who is key personnel to the offeror or subContractor who shall employ them under the contract. The letter shall state that the individual is committed to performing under the contract for at least six months after the date of contract award. The letter shall list the position that the individual is proposed for and shall state a percentage of time that the individual will be committed to the project (ex. 100% = full time). Letters of Commitment shall be signed by the individual. Letters must not disclose salary or other cost information.

Part 4: Offerors shall provide a discussion of the staff's experience and qualifications with respect to their proposed responsibilities.

SECTION C - PAST PERFORMANCE

Offerors shall submit past performance evaluations that are in reference to work that was similar to the scope (nature and size) of this RFP's statement of work. References must be in relation to work that was at least six months in duration and was performed within the last five years.

Past performance evaluations shall be submitted by sending the Past Performance Questionnaire (Attachment J.2) to references that the offeror had a contract with. The offeror shall instruct the reference to complete the questionnaire and forward it to the address identified on the cover letter of this RFP as the place for proposal submission. Evaluations may also be submitted via email to campbell.deborah@dol.gov. **Please note: Questionnaires must be received by the government by the closing date of this RFP.**

Offerors, via references, shall submit up to five evaluations. If a subContractor(s) is proposed, three of the five references shall be for the prime Contractor and the remaining two shall be for the subContractor(s).

Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance. References other than those identified by the offeror may be contacted by the Government. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

NOTE: Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all personnel.

SECTION D – UNDERSTANDING

The proposal should provide clear evidence of the offeror's knowledge of immigration programs, demonstrated understanding of a production-based application processing environment, and demonstrated understanding of the factors underlining a successful help desk activity.

Part 1: The offeror must describe the objectives and scope of this project.

Part 2: The offeror must describe the permanent and temporary foreign labor certification programs and processes.

Part 3: The offeror must describe how to manage a production-based environment, including the efficient processing of a large volume of customer applications, allocation of resources to meet productivity goals, and use of performance data and information to assess and continuously improve application processing and customer service.

Part 4: Offerors should describe the factors underlining a successful help desk activity including briefly discussing c the-shelf technology solutions that may be applicable to the scale and anticipated level of effort described in the solicitation.

SECTION E – COST/PRICE PROPOSAL

The services required are to be bid on a time and materials basis. Materials consisting of other direct costs shall be compensated at cost. No other compensation will be paid to the Contractor.

Offerors shall submit their cost/price schedule in a similar format as provided in Section B of this RFP. Please submit five schedules: the Base and each Option Year.

In addition to filling out the cost/price schedule as provided in Section B, offerors shall provide supplemental materials that show a breakdown of all other direct costs that make up the ODC line item in for the base and each option year. All proposed labor categories and associated hours and costs should be included in the cost/price table.

If offerors are proposing G&A on ODCs, they shall also submit an approved Indirect Cost Rate Agreement, or supplemental materials that illustrate how the offeror arrived at its proposed G&A rate, including a breakout of the G&A pool.

The RFP does not commit the Government to pay any costs incurred in the submission of your proposals or to contract for the articles or services. It is also brought to your attention that the Contracting Officer is the only individual who can commit the Government to the expenditures of public funds in connection with this procurement.

L.2 LEVEL OF EFFORT

The proposed level of effort or cost proposal submitted by the offeror for this project shall be based on the number of positions described in Section C of this solicitation. The Contractor shall submit a cost proposal for the 12 month base year and each option year based on the full staffing level of 30 positions. There are 2080 hours in a work year. The offerors proposed hours and cost proposal shall assume performance at the full staffing level for the 12 month base period and shall not make adjustments for an anticipated or assumed lower level of effort during the initial months of performance.

L.3 PROPOSAL SUBMISSION DEADLINE

Your proposal must be received by the Division of Contract Services (DCS) **NOT LATER THAN NOVEMBER 30, 2009, by 2:00 PM, E.S.T. Zone.** The address for receipt of proposals is as follows:

U.S. Department of Labor
Employment and Training Administration
Division of Contract Services
Attn: Deborah Campbell (DOL0101RP20225)
200 Constitution Ave, NW
Room N-4655
Washington, DC 20210

L.4 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

- a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Department of Labor office on the date that offers are due.
- b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:
 - (i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labor control prior to the time set for receipt of offers.
- (c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.
- (d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.
- (e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

L.5 REQUESTS FOR CLARIFICATION (RFC)

DOL must receive all requests for clarification (RFC) no later than 2:00 p.m. local time, date November 10, 2009.

Only e-mailed submissions of requests for clarification will be accepted. They shall be submitted to Ms. Deborah Campbell on campbell.deborah@dol.gov.

Should any RFC be received after 2:00 p.m. local time, November 10, 2009, the Government reserves the right not to provide an answer. However, if the Government determines that the RFC raises an issue of significant importance, the government will respond electronically. Offerors interested in networking and being placed on a bidder's list for the above reference RFP, please provide the Name and Address of Organization, Telephone Number, and Point of Contact electronically to Deborah Campbell at campbell.deborah@dol.gov by 2:00 p.m., November 10, 2009.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the www.fedbizopps.gov and www.doleta.gov/sga/rfp.cfm.

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 METHOD OF AWARD**

It is the intent of the Government to issue a Labor Hour type Task Order as an 8(a) 100% Small Business Set-Aside.

M.2 EVALUATION CRITERIA

The factors are presented in the order of emphasis that they will receive (i.e., Section A has the greatest weight, Section B the second greatest weight, etc.). Price is not a weighted factor, but will be considered in the best value analysis.

Please be advised that offerors will be evaluated under these factors based on the following:

SECTION A. PROJECT MANAGEMENT APPROACH

The project management approach will be evaluated on the following approach.

Part 1: The Offeror will be evaluated on the adequacy of the process and proposed schedule for recruiting qualified professional staff to perform the tasks identified in the statement of work;

Part 2: The Offeror will be evaluated on the adequacy of the factors to be used in screening applicants and hiring professional staff, as identified in the statement of work, for employment at the National Processing Center;

Part 3: The Offeror will be evaluated on the degree to which the plans for management structure and organizational hierarchy will support the production-based environment at the National Processing Center and the Help Desk;

Part 4: The Offeror will be evaluated on the adequacy of describing the criteria and information needed to establish productivity goals for staff that support the accurate and efficient processing of a large volume of customer applications, and how actual staff performance against productivity goals will be reported to the Center Director and at what frequency; and

Part 5: The Offeror will be evaluated on the adequacy of detecting problems and issues in the production process, and communicating innovative solutions to the Center Director in a timely and professional manner.

SECTION B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS

Part 1: The offeror will be evaluated on its demonstrated ability to recruit, retain, and provide highly skilled qualified personnel, both key and non-key, and its ability to provide appropriate staffing resources.

Part 2: The offeror will be evaluated on how well resumes match position qualifications. Specifically:

Project Manager/Lead Supervisory Analyst - The Project Manager/Lead Supervisory Analyst must have a minimum of five (5) years experience in leading related work; be qualified to coordinate all project related personnel matters and communicate effectively both orally and in writing with all levels of OFLC-ETA personnel; develop and implement staffing plans and performance measurement systems for a production-based operation and be capable of working independently and providing guidance to lower level personnel to meet production goals, and a minimum of a bachelor's degree.

Assistant Project Manager/Supervisory Analyst – The Assistant Project Manager/Supervisory Analyst must have a minimum of three (3) years experience in leading related work; have technical skills to be able to perform all aspects of the production process; show demonstrated experience developing and managing productivity goals; communicate effectively both orally and in writing to senior management officials and be capable of working independently and providing guidance to lower level personnel to meet production goals, and a minimum of a bachelor's degree.

Database/Systems Analyst - The Database/System Analyst must have a minimum of a four year college degree from an accredited college or university with an emphasis in computer sciences or related area; and a minimum of three years professional experience developing and maintaining relational databases in Microsoft SQL and Oracle.

Lead Information Specialist/Supervisor – The Lead information Specialist/Supervisor must have a minimum of a four year college degree from an accredited college or university with a minimum three years of professional experience in providing help desk service, one year at the supervisory level and be able to communicate effectively both orally and in writing.

Part 3: The offeror will be evaluated on the completeness and accuracy of its letters of commitment and adherence to the time commitment requirements for key personnel (Full-time for all key personnel: Project Manager/Lead Supervisory Analyst, Assistant Project Manager/Supervisory Analyst, Database/Systems Analyst, and Lead Information Specialist Supervisor).

Part 4: The offeror will be evaluated on the reasonableness and adequacy of the staff's experience and qualifications with respect to their proposed responsibilities.

SECTION C. PAST PERFORMANCE

Past performance will be evaluated to determine the quality of the offerors past performance in accordance with Section L.1 above. The past performance evaluations must be submitted to DOL by the closing date of this RFP.

SECTION D. UNDERSTANDING

Part 1: The offeror will be evaluated on the demonstrated understanding of the objectives and scope of this project.

Part 2: The offeror will be evaluated on the knowledge of permanent and temporary foreign labor certification programs and processes.

Part 3: The offeror will be evaluated on the demonstrated understanding of how to manage a production-based environment, including the efficient processing of a large volume of customer applications, allocation of resources to meet productivity goals, and use of performance data and information to assess and continuously improve application processing and customer service.

Part 4: The offeror will be evaluated on the experience and understanding of the factors underlining a successful help desk activity, including briefly discussing off-the-shelf technology solutions that may be applicable to the scale and anticipated level effort described in the solicitation.

SECTION F. COST/PRICE

Cost Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be to:

- (a) Verify the offeror's understanding of the requirement;
- (b) Assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal, as well as the risk that the offeror will provide the services for the offered price/cost; and
- (c) Assess the degree to which the cost reflected in the cost/price proposal accurately represents the work effort included in the technical proposal.

M.3 BASIS FOR AWARD (BEST VALUE)

The Government intends to evaluate proposals based on the evaluation criteria listed below and make award without discussions to the offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

Contract award will be based on the combined evaluations of Project Management Approach, Staff Experience and Qualifications, Past Performance, Understanding, and Cost/Price. The contract resulting from this competition will be awarded to the responsible offeror whose offer, conforming to the requirements, is determined to provide the "best value" to the Government, which may not necessarily be the proposals offering the lowest price nor receiving the highest technical score. It should be noted that price is not a numerically weighted factor.

Although non-price factors are significantly more important than price, price is an important factor and should be considered when preparing responsive offers (proposals). The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

When offerors are considered essentially equal in terms of technical, past performance and other non-price factors (if any), or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for contract award. In summary, price/non-price trade offs will be made, and the extent to which one may be sacrificed for the other if governed only by the tests of rationality and consistency with the established factors.